

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **GM3036**Due Date: **06/10/03 at 3:00 P.M.**

Date Sent: May 22, 2003

Goods and services to be

IN LIEU OF PREVIOUS BID NO. GM3034
PROVIDE MEDICAL BILLING SOFTWARE FOR UTAH STATE HOSPITAL

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: GM3036

Due Date: 06/10/03

Vendor Name:

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
001	1.00	EACH	<p>THIS MULTI-STEP INVITATION TO BID IS ISSUED BY THE STATE OF UTAH (STATE), DIVISION OF PURCHASING FOR THE DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH, STATE HOSPITAL. THE PURPOSE OF THIS BID IS TO OBTAIN MEDICAL BILLING SOFTWARE THAT WILL ACCOMPLISH THE FOLLOWING: A. PROVIDE A MEANS OF BILLING MEDICARE, MEDICAID, AND PRIVATE INSURANCE FOR ROOM AND BOARD AND ANCILLARY SERVICES. B. PROVIDE A MEANS OF ACCOUNTING FOR PATIENT CHARGES.</p> <p>IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE REQUIREMENTS OF THIS INVITATION TO BID, YOU ARE REQUESTED TO SUBMIT THEM IN WRITING BY 5:00 P.M. ON MAY 29, 2003 TO THE PROJECT MANAGER, ALESHA ANDERSON, FAX (801) 344-4225 OR EMAIL AT ananderson@utah.gov.</p> <p>THIS INVITATION TO BID CONSISTS OF A MULTI-STEP SEALED BIDDING PROCESS. BIDS WILL CONSIST OF TWO SEPARATE COMPONENTS; (1) A TECHNICAL OFFER DETAILING THE PROPOSED SOLUTION AND THE PRODUCTS THAT ARE INCLUDED IN THE PROPOSED SOLUTION AND (2) AN ENTERPRISE-WIDE PRICE BID FOR THE SOLUTION DEFINED IN THE TECHNICAL OFFER. PRICE BIDS ARE TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MUST BE CLEARLY IDENTIFIED AS A PRICE BID ALONG WITH THE BID NUMBER, AND DUE DATE. SUBMIT (9) NINE HARD-COPIES AND NINE ELECTRONIC COPIES OF THE TECHNICAL OFFER. SUBMIT NINE SEALED HARD-COPIES OF THE PRICE BID INFORMATION.</p> <p>THE AWARD OF THIS BID WILL RESULT IN A 1 YEAR CONTRACT WITH 5 ADDITIONAL 1 YEAR OPTIONS TO RENEW THE CONTRACT TO COVER FUTURE SOFTWARE MAINTENANCE.</p> <p>*****</p> <p>REFERENCE RX: 200 32000000031</p>	\$	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to

consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

State of Utah
Department of Human Services
Division of Mental Health
State Hospital

In Lieu of Previous Bid
Invitation to Bid, Multi-Step

Medical Billing Software

GM3036

Section 1.0 Project Intent Section

1.1 Introduction1.1

This Invitation to Bid is issued by the State of Utah (State), Division of Purchasing for the Department of Human Services, Division of Mental Health, State Hospital. The purpose of this bid is to obtain Medical Billing Software that will accomplish the following:

- A. Provide a means of billing Medicare, Medicaid, and Private Insurance for Room and Board and ancillary services.
- B. Provide a means of accounting for patient charges.

1.2 Objective

This Invitation to Bid provides interested vendors with information necessary to prepare and submit bids for consideration by the State. The State intends that evaluation of these bids will result in the selection of a product that will best meet the State's technical and budgetary requirements.

1.3 Background Information

The Utah State Hospital is a psychiatric hospital with approximately 380 licensed beds. Patients' stays range from 1 day to several years. The average number of patient days is approximately 115,000 a year. Services are provided to different groups of patients including children, youth, adults, forensic, and geriatric populations.

The medical bills are electronically submitted to Medicaid and Medicare. Other billings that are not electronic include but are not limited to third party insurance, private payment, and contract entities. The claims are sent on both the HCFA 1500, which uses an all-inclusive rate and the UB92, which uses a fee for service rate.

Section 2.0 Administrative and Contractual Information

2.1 Issuing Office

This Invitation to Bid shall be governed by the laws of the State of Utah and is issued for the State by the Department of Administrative Services, Division of Purchasing.

Division of Purchasing

Address: State Office Building, Room 3150
Salt Lake City, Utah 84114
Purchasing Officer: Glendon Mitchell
Telephone: (801) 538-3138
Fax: (801) 538-3882

Department of Human Services, Division of Mental Health, State Hospital

Address: 1300 E Center

	Provo, Utah 84603
Project Manager:	Alesha Anderson
Telephone:	(801) 344-4207
Fax:	(801) 344-4225

2.2 Incurring Costs 2.4

The State is not liable for any costs incurred by you prior to the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited or obtained in response to this Invitation to Bid. The information obtained will be utilized in determining the suitability of services offered. Subsequent procurement, if any, will be in accordance with appropriate State contractual action.

2.3 Response Date

In order to be considered for selection, you must submit your bid to the Division of Purchasing by 3:00 p.m. Mountain Daylight Savings time on June 10, 2003.

2.4 Disposition of Bids

All materials submitted in response to this Invitation to Bid will become the property of the State and may be returned only at the State's option and at your expense.

2.5 Disclosure

All information submitted in response to this Invitation to Bid, including costs, will be held in confidence and will not be revealed or discussed with competitors. Bids submitted to the State will be reviewed and evaluated only by those officials who have a legitimate interest. Bid information that is considered by you to be proprietary should be identified as such; otherwise, the State reserves the right to use any or all ideas presented in any reply to the Invitation to Bid. Selection or rejection of the bid does not affect this right.

2.6 Pre-bid Questions

If you have questions or concerns about the requirements of this Invitation to Bid, you are requested to submit them in writing to the issuing office by 5:00 p.m. May 29, 2003. The State will prepare a written response to such questions and concerns and, if warranted, amend the Invitation to Bid. Responses to questions that change or substantially clarify this Invitation to Bid will be affirmed by written addenda and will be provided to all recipients of this Invitation to Bid. The bid due date and time may be extended by the issuing office if responses to questions or addenda so require.

2.7 Submission of Bids

All bids must be received by the Division of Purchasing no later than 3:00 p.m. on June 10, 2003. The Division of Purchasing is located in the **State Office Building, Room 3150, Salt Lake City, Utah 84114**. Any bids received after that time will not be considered. Bids may be modified or withdrawn at any time prior to the deadline for submission.

This Invitation to Bid consists of a multi-step sealed bidding process. Bids will consist of two separate components; (1) a technical offer detailing the proposed solution and the products that are included in the proposed solution and (2) an enterprise-wide price bid for the solution defined in the technical offer. Price bids are to be submitted in a separate sealed envelope and must be clearly identified as a price bid along

with the bid number, and due date. Submit nine hard-copies and nine electronic copies of the technical offer. Submit nine sealed hard-copies of the price bid information.

2.8 Opening of Bids

Bids received in response to this Invitation to Bid will be opened at the issuing office on the proposal due date and time as identified in the Schedule of Events. If you wish to be present you will be informed of only the names of the vendors submitting proposals. No other information will be made available at that time.

2.9 Scope of Contract

This is an agency contract. The State reserves the right to partition the award to multiple vendors, to selectively purchase items offered in the bid, or to seek a separate competitive bid or proposal, if it is in the best interest of the State to do so.

2.10 Contract Period

The contract shall begin upon the approval of the appropriate State authority and run for one year with the option to renew on an annual basis up to five years total at the State's discretion and as negotiated.

2.11 News Releases

News releases or announcements to prospective customers related to this bid or the outcome of this process will not be made by any vendor without the prior consent of the State, and then only in coordination with the issuing office.

2.12 Invitation to Bid Available Electronically

You may receive this Invitation to Bid electronically by submitting a written request to the Division of Purchasing via email attn: Kelley Mills at klmills@utah.gov. The information is available in WORD format. Any information supplied electronically is for convenience only. In case of a conflict between the written document and the electronic copy, the written document prevails.

Section 3.0 General Requirements Section

Mandatory

This section includes items that relate to the acceptance of all types of services and goods requested. The terms and conditions in this section are standards that govern this Invitation to Bid and are the minimum requirements for a bid to be acceptable or potentially acceptable. Failure to comply with any of these mandatory requirements may result in the bid being deemed unacceptable, and no further evaluation will occur.

3.1 Standard Terms and Conditions

The State of Utah Standard Terms and Conditions is Appendix A of this Invitation to Bid. You must read each section carefully and indicate in writing any disagreement or clarification. Complete disagreement (and failure to provide documentation) will result in the bid being deemed unacceptable and eliminated from further consideration.

3.2 Software License

Submitted bids must reflect the cost of a license that allows the State Hospital to deploy the proposed product for four users. The total cost of ownership for the proposed products cannot exceed the cost of the original purchase combined with maintenance fees. Maintenance fees will not be charged during the first year of product ownership; first year maintenance fees are to be included with in the original purchase price.

3.3 Proof of Concept Testing

A proof of concept test will be conducted by a team of representatives from the State Hospital prior to the final award of this bid. The State of Utah will not incur any additional costs associated with the proof of concept test. The proof of concept test will be used to validate that all of the functionality required by the mandatory product requirements is provided in a manner that is satisfactory to the State of Utah.

3.4 Payment

You and the State will negotiate payment terms at the time the contract is awarded.

3.5 Confidential Data

You must be aware that some State of Utah data is confidential. There will be times that interactions with customers and their data (electronic, written, verbal, etc.) are necessary in order to provide the services required of this contract. You and your agents must hold data, obtained by accident, design, or in the course of completing the necessary work, in strictest confidence. You and your agents must not release or disclose in whole or in part any State of Utah data. All personnel must complete and sign a Non-Disclosure Statement (provided by the State of Utah at the time of award) prior to providing service under this contract.

3.6 Contract Termination

The State may terminate this contract at any time upon written notice to you that your performance, or that of your software, is unacceptable. If this contract is so terminated, there will be no charge to the State for de-installation or removal of any tools, products, or personnel provided by you.

Section 4.0 Mandatory Technical Requirements Section

The items listed below are the minimum technical requirements acceptable for the proposed solution. In order to be considered acceptable or potentially acceptable, your proposal must meet these criteria.

4.1 Technical Product Requirements

- 4.1.1 Compatible with a NetWare or NT environment
- 4.1.2 IP and/or IPX protocols only for client / server communication
- 4.1.3 Relational SQL Compliant Database
- 4.1.4 Will need a push and pull Interface with in-house patient software information system. This interface will not produce files, rather a custom EDI is required to read and write directly to our Sybase ASE tables through ODBC or Sybase Open Client.
- 4.1.5 Ability to administer and control user access to both the database and front-end application
- 4.1.6 Security and audit features that include (1) limits and different level of user rights, (2) a unique passwords for each user, and (3) an audit trail for each transaction.

4.2 Business Requirements

- 4.2.1 Ability to track and edit CPT and billing codes, in-house rates, and federal rates
- 4.2.2 Claim editing for Medicare and Medicaid bills
- 4.2.3 Ability to manipulate bundled batches for electronic submission
- 4.2.4 Auto processing of multi-insured patients
- 4.2.5 Auto processing of write-offs for uninsured patients
- 4.2.6 Ability to auto back bill
- 4.2.7 Track different patient insurance coverage status (Medicaid certified, Medicare, third party insurance, etc.)
- 4.2.8 Track Certification Status
- 4.2.9 Ability to bill both UB92s and HCFA 1500 Forms
- 4.2.10 Ability to query and customize reports
- 4.2.11 Ability to cross walk DSMIV billing codes with ICD9.
- 4.2.12 Availability of CPT codes.
- 4.2.13 HIPPA Compliant (need to be more specific on this at some point)

- 4.2.14 Ability to electronically interface with Proclaim and Acclaim, using the standard import function provided for HICFA 1500 and UB93 forms.
- 4.2.15 Ability to 1) electronically accept and process bills UB92's and HCFA 1500) from other providers on behalf of our patients, and 2) provide electronic access to providers to their payment and eligibility status. This EDI and electronic access needs to be HIPAA compliant and web based.
- 4.3. User Requirements**
 - 4.3.1 Windows Application and user friendly
 - 4.3.2 Tailored for an inpatient psychiatric hospital
 - 4.3.3 Provide technical support and training to staff
 - 4.3.4 On-going support and maintenance when needed after system implementation

Section 5.0 Technical Offers

5.1 Technical Offer Instructions

The technical offer is to be submitted in an envelope separate from the cost bid. The purpose of the technical offer is to describe the proposed solution that is being offered in conjunction with this bid. Before a bid can be considered acceptable or potentially acceptable, it must pass a review performed by a technical evaluation team. The evaluation team will determine whether the proposed offer appears to meet the mandatory technical requirements detailed in Section 4.0 – Mandatory Technical Requirements. At a minimum, the technical offer should include the following information:

1. Checklist 1 – Compliance with Mandatory Requirements
2. Identify the product components included as part of the bid.
3. Identify the deployment architecture for the proposed product components.
4. Identify the data sources accessible using the proposed offer.
5. Identify the RPC capabilities provided by the proposed offer.
6. Describe how the proposed product components satisfy the requirements listed in Section 4.0 – Mandatory Technical Requirements.

The evaluation committee reserves the right to conduct discussions for the purposes of facilitating understanding of the technical offer and purchase description requirements, and, where appropriate, obtain supplemental information, permit amendments of technical offers, or amend the purchase description. Further consideration will not be given to bids that do not meet the mandatory requirements.

Section 6.0 Price Bids

6.1 Price Bid Instructions

Price bids must be completed and included with any other requested pricing information *in a separate envelope*. The price bid must reflect the cost of a license that allows the State Hospital to deploy the proposed product components to four users. The total cost of ownership for the proposed product components cannot exceed the cost of the

original purchase combined with annual maintenance. Complete the pricing information requested on Checklist 2 – Price Bid.

Section 7.0 Multi-Step Sealed Bid Process

7.1 Multi-Step Sealed Bid Process Description

This invitation to bid consists of a multi-step sealed bid process. Multi-step sealed bidding is a two-phase process consisting of a technical first phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the purchasing agency and/or their representatives, and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtain the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to arrive at technical offers and terms acceptable to the purchasing agency and suitable for competitive pricing.

7.2 Technical Offer Evaluation

The evaluation of technical offers identifies bids that are considered potentially acceptable as stated in the Invitation to Bid mandatory requirements. To be considered, you must submit a technical offer as described in Section 5.0 Technical offers. The technical evaluation committee must determine that the technical offer meets or exceeds the requirements specified in this Invitation to Bid.

7.3 Price Bid Evaluation

Price bids will be examined to determine whether the prices quoted are consistent with the contents of the technical offer. Any price bid that is incomplete or contains deviations, inconsistencies, or inaccuracies may be rejected.

7.4 Letter of Intent, Product Testing and Final Contract Award

If it is determined that your solution meets the mandatory requirements and you have submitted the lowest price bid, you will be asked to supply a trial copy of the proposed software. State personnel will install and perform a proof of concept test of the proposed software. You will also be asked to provide technical assistance during the proof of concept test period. The purpose of the trial is to ensure that the selected product meets or exceeds the State's requirements.

A letter of intent from the State of Utah will be produced indicating that a contract with you will be negotiated and signed upon the successful completion of product testing. If for any reason the customer support or the software tested does not perform to the State's satisfaction, the next best vendor will be given the opportunity to install and configure, following the same testing and evaluation procedure. This process will continue until the State is satisfied with the results. The testing, installation, and subsequent de-installation, if necessary, will be performed at no cost to the State.

You should recognize that the State reserves the right to award, or not to award, the contract, in part or in whole, and makes no guarantee to purchase. The State reserves the right to reject any and/or all bids received as a result of this Invitation to Bid.

APPENDIX A

Standard Terms and Conditions State of Utah

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.

7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's

skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

CHECKLIST 1: MANDATORY REQUIREMENTS

Please indicate whether you agree (Yes) or disagree (No) with the following mandatory provisions of this Invitation to Bid. If you disagree, attach documentation explaining your disagreement. Any "No" answer without satisfactory documentation may eliminate your proposal from further consideration.

Bidder Name: _____

Compliance with Section 3.0 - General Mandatory Requirements

YES	NO	TOPIC
_____	_____	3.1 Standard Terms and Conditions
_____	_____	3.2 Software License
_____	_____	3.3 Proof of Concept Testing
_____	_____	3.4 Payment
_____	_____	3.5 Confidential Data
_____	_____	3.6 Contract Termination

Compliance with Section 4.0 - Mandatory Technical Requirements

YES	NO	TOPIC
_____	_____	4.1.1 Compatible with a NetWare or NT environment
_____	_____	4.1.2 IP and/or IPX protocols only for client / server communication
_____	_____	4.1.3 Relational SQL Compliant Database
_____	_____	4.1.4 Will need a push and pull Interface with in-house patient software information system. This interface will not produce files, rather a custom EDI is required to read and write directly to our Sybase ASE tables through ODBC or Sybase Open Client.
_____	_____	4.1.5 Ability to administer and control user access to both the database and front-end application
_____	_____	4.1.6 Security and audit features
_____	_____	4.2.1 Ability to track and edit CPT and billing codes, in-house rates, and federal rates
_____	_____	4.2.2 Claim editing for Medicare and Medicaid bills
_____	_____	4.2.3 Ability to manipulate bundled batches for electronic submission

_____	_____	4.2.4	Auto processing of multi-insured patients
_____	_____	4.2.5	Auto processing of write-offs for uninsured patients

Compliance with Section 4.0 - Mandatory Technical Requirements (CONTINUED)

YES	NO	TOPIC
_____	_____	4.2.6 Ability to auto back bill
_____	_____	4.2.7 Track different patient insurance coverage status (Medicaid certified, Medicare, third party insurance, etc.)
_____	_____	4.2.8 Track Certification Status
_____	_____	4.2.9 Ability to bill both UB92s and HCFA 1500 Forms
_____	_____	4.2.10 Ability to query and customize reports
_____	_____	4.2.11 Ability to cross walk DSMIV billing codes with ICD9.
_____	_____	4.2.12 Availability of CPT codes.
_____	_____	4.2.13 HIPPA Compliant (need to be more specific on this at some point)
_____	_____	4.2.14 Ability to electronically interface with Proclaim and Acclaim, using the standard import function provided for HICFA 1500 and UB93 forms.
_____	_____	4.2.15 Ability to 1) electronically accept and process bills UB92's and HCFA 1500) from other providers on behalf of our patients, and 2) provide electronic access to providers to their payment and eligibility status. This EDI and electronic access needs to be HIPAA compliant and web based.
_____	_____	4.3.1 Windows Application and user friendly
_____	_____	4.3.2 Tailored for an inpatient psychiatric hospital
_____	_____	4.3.3 Provide technical support and training to staff
_____	_____	4.3.4 On-going support and maintenance when needed after system implementation

CHECKLIST 2 – Price Bid

Bidder Name: _____

1. Provide a price bid for an enterprise license as described in Section 3.2 for the products identified in your technical offer. This price bid must also include the first year of maintenance and support fees.

Software licensing fee, system interface, and installation with first year of maintenance included:

\$ _____

2. Provide pricing for maintenance and support fees for the second through fifth year of product ownership.

Maintenance and Support Fees – Year 2 \$ _____

Maintenance and Support Fees – Year 3 \$ _____

Maintenance and Support Fees – Year 4 \$ _____

Maintenance and Support Fees – Year 5 \$ _____

3. List the name, job title and hourly rate or any proposed consultants:

Name: _____ Title: _____ \$ _____ / hour

Name: _____ Title: _____ \$ _____ / hour

Name: _____ Title: _____ \$ _____ / hour

4. Provide a per person training cost for any training that is recommended for employees that will be responsible for the installation and operation of the products included in this offer

\$ _____

5. Provide a description of potential travel expenses as necessitated for installation, training, maintenance, etc.

6. If the State determines a need for professional services, travel expenses and/or per diem expenses will be covered or reimbursed per the attached MEMORANDUM OF UNDERSTANDING FOR TRAVEL EXPENSES.

MEMORANDUM OF UNDERSTANDING
FOR TRAVEL EXPENSES

The State of Utah, _____ (Department/Division), referred to as STATE, is entering into an agreement with _____ (CONTRACTOR) for services where travel expenses will be billed as additional costs.

The travel expenses will have the following guidelines to follow:

- 1) Airline Travel will be booked through _____ (Agency contact) or through the State Travel Agency, (801) 538-3352. The costs for the airline travel will be billed directly to the STATE from the State Travel Agency. STATE discount rates will apply to these charges. (Note: The Manager from the STATE needs to send a memo to the State Travel Agency listing the person traveling and the travel dates.)
- 2) Hotels may be booked through the State Travel Agency or directly with the local hotel. Hotel costs are limited to state discount rates (currently \$68/day). These rates may be higher depending on availability of rooms.
- 3) Car Rentals may be booked through the State Travel Agency or directly with the car rental agency. Rates are limited to state discount rates (currently \$38/day) available through Alamo and National Car Rental Agencies.
- 4) Travel Time will not be billable hours.
- 5) Per Diem for meals on overnight travel will be paid at state per diem rates. The current rate is \$30/day. (Per diem is allowed as follows: Breakfast \$6, Lunch \$9, Dinner \$15.)
- 6) Other reasonable expenses (for taxi's, etc.) will be covered. Provide receipts for these expenses.
- 7) All costs (except the airline travel which is paid directly by the STATE) and per diem, will be invoiced to the STATE and copies of receipts and documentation needs to be attached.

If the Contractor books directly with the hotel and car rental agency, then the individual will need to ask for the State of Utah rates and indicate that they will be traveling to provide services for the State. They may need to show verification, such as a signed letter from the STATE.

The STATE will not pay any costs above these amounts unless prior written approval is received from a Travel Coordinator with the STATE Agency or the STATE manager in charge of monitoring the services. A signed fax will be accepted as approval.

Effective Date:

CONTRACTOR

STATE OF UTAH

Signature

Signature

Name and Title of Signer
(Type or Print)

Name and Title of Signer
(Type or Print)

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
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(Revision date: Apr 24, 2002)